



CITY OF DURHAM

**Department of Public Works
Stormwater and GIS Services Division
101 City Hall Plaza, Third Floor
Durham, North Carolina 27701**

Request for Proposals (RFP)

Date of Issue: July 10, 2013

Little Lick Creek Watershed Implementation Plan

The City of Durham is seeking a qualified consulting firm to develop a watershed implementation plan for Little Lick Creek.

A complete RFP package may be obtained in the Public Works Department weekdays, except holidays, from 8:30 a.m. until 4:30 p.m., (919) 560-4326. A complete RFP package may also be viewed at or downloaded from the from the Finance department webpage at the following web address:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Submittals are due by 3:00 p.m. on Monday, August 12, 2013

Firms are strongly encouraged to attend the pre-submittal conference call on July 24, 2013 at 10 am.

After the proposal evaluation is completed, the Stormwater and GIS Services Division will determine if a "short list" of proposers is necessary. At this time, all proposers will be notified of their status in the evaluation process. If a "short list" is deemed necessary, oral presentations will be scheduled between September 3-5, 2013.

Offerors are not required to return this form.

<i>Project Manager Name</i>	Sandra Wilbur, PE
<i>Project Manager Title</i>	Civil Engineer III
<i>Project Manager Department</i>	Public Works
<i>Project Manager Division</i>	Stormwater and GIS
<i>Project Manager Telephone Number</i>	919-560-4326
<i>Project Manager E-mail</i>	Sandra.Wilbur@durhamnc.gov

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10. Date of RFP: July 10, 2013

20. Project Manager and Contact with City; Questions about this RFP

Direct question and concerns to:

Attn: Sandra Wilbur, PE
Stormwater and GIS Services Division
Public Works Department
101 City Hall Plaza, Third Floor
Durham, NC 27701-3329

PROJECT MANAGER: **Sandra Wilbur**- PHONE # **919-560-4326** -
FAX # **919- 560-4316** EMAIL: Sandra.wilbur@durhamnc.gov

If you have concerns about this RFP that you believe are not being addressed by the project manager, please contact:

CONTACT PERSON: - **Paul Wiebke, PE** - PHONE # **919-560-4326** -
FAX # **919-560-4316** EMAIL: Paul.wiebke@durhamnc.gov

DESCRIPTION OF PROJECT AND NATURE OF RFP

30. Project

The Little Lick Creek watershed is approximately 22.3 square miles and is located in the eastern portion of the City. Little Lick Creek's headwaters rise to the west of Highway 70 and flow to the northeast under NC Highway 98. Then further downstream it joins its major tributary, Chunky Pipe Creek. From there, the creek flows into the protected lands of the Falls Lake State Recreation Area to the Patterson Waterfowl Impoundment which dams Little Lick and eventually flows into Falls Lake. About one third of the watershed area is within the current City Limits.

Little Lick Creek has appeared on the State 303(d) list of impaired streams due to low dissolved oxygen and turbidity since 2008. Portions of Little Lick Creek are classified as Water Supply-IV Nutrient Sensitive Water (WS-IV NSW).

Little Lick Creek flows into Falls Lake, and is subject to the Falls Lake Nutrient Management Strategy. The Nutrient Management Strategy requires reductions of nitrogen and phosphorus loading to the lake, including nitrogen and phosphorus from the Little Lick watershed.

40. Scope of Work

The Public Works Department, Stormwater and GIS Services Division is seeking a qualified engineering firm to provide professional watershed planning and design services for the Little Lick Creek Watershed. Work will involve planning, conducting public meetings, assessment of current watershed conditions, formulation of watershed restoration goals, development of watershed restoration recommendations, identification of stormwater retrofit/restoration opportunities, water quality modeling, watershed modeling, hydraulic/hydrologic modeling, engineering, design, analysis, cost estimates, surveying, data collection, preliminary plans and construction plans for stormwater projects.

The department wants assistance in preparing a watershed management plan for the Little Lick Creek Watershed. This plan is to be consistent with previous watershed plans and updated based on Falls Lake existing and new development rules. Models used to develop the watershed implementation plan must perform at a minimum a baseline scenario and have the ability to evaluate stormwater control measures, stream restorations, stream bank stabilizations and other stormwater practices using multiple scenarios. PCSWMM and WARMP with some with limited calibrations are preferred. Additional stormwater drainage or water quality projects not outlined below may be assigned during the contract period.

The final plan must be clearly adequate to qualify for EPA's 9 Key Elements for Watershed Restoration Plans that are shown below and referenced by number in the items to be included in the plan.

(1) An identification of the causes and sources or groups of sources that will need to be controlled to achieve pollutant load reductions estimated in the watershed

(2) A description of the NPS management measures that will need to be implemented to achieve load reductions as well as to achieve the watershed goals identified in the watershed restoration plan (protection measures, future impacts in the watershed)

(3) An estimate of pollutant load reductions expected for the management measures

(4) An estimate of the amount of technical and financial assistance needed, associated cost or sources, and authorities that will be relied upon to implement the plan

(5) An information and education component that will be used to enhance public understanding of the project

(6) A schedule for implementing the nonpoint source management measures identified in the plan that is reasonably expeditious

(7) A description or interim, measurable milestones for determining whether nonpoint source management measures or other management control actions are being implemented

(8) A set of criteria that can be used to determine whether pollutant load reductions are being achieved over time and substantial progress is being made towards attaining water quality standards

(9) A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria established to measure achieved pollutant load reductions

Items to be included in the plan:

Current Watershed Conditions (1)

Review the geology, history, natural heritage, geography and population, land use, hydrology, flooding, past impacts (channelization), impacts on water quality, impacts on habitat and aquatic life, potential future impacts, and current protection efforts. Review the results of the City's and other's water sampling and chemical and biological monitoring programs and provide recommendations that will support the City's watershed restoration efforts. Conduct unified stream assessment using qualified personnel including field evaluation of aquatic habitat, assessment of geomorphic stability and sediment delivery, location of impacts to water quality, utility conflicts, maintenance issues, availability of stationary carbon sources to support denitrification, and assessment of woody debris. Map regions of geomorphic instability or potential instability. Watershed modeling should include PCSWMM modeling. Develop a concise statement of watershed restoration goals based on those established for prior watershed plans. The statement should include Jordan Rules, NPDES permit, and the WQRP. Pollutants should include nitrogen, phosphorus, sediment, and bacteria. In addition, an evaluation of septic contribution should be included.

Stormwater Retrofits (2), (3), (4), (5)

Conduct a desktop study utilizing Geographic Information Systems (GIS) to identify retrofit opportunities throughout the watershed.

Conduct field investigations of the qualifying retrofits using mobile integrated data collection. Provide a recommendation for the mobile device for this task.

Develop preliminary cost estimates and nutrient and pollutant reductions for all identified retrofit opportunities.

Identify at least 5 pilot areas representative of a range of land uses and development densities in which detailed studies will be conducted.

Pilot areas shall include the following land use categories: Industrial, commercial, and high, medium and low density residential (others may be substituted where appropriate)

Specific locations are to be determined and calculations will be prepared to provide preliminary sizing of the proposed retrofits and pollutant reduction calculations

Determine design, construction and operation and maintenance costs for the design life of the proposed retrofits.

Determine cost per pound of nitrogen, phosphorous and other pollutants removed per year.

Develop and implement a retrofit prioritization plan for the watershed and Falls basin using existing prioritization criteria updated with any new criteria needed.

Develop projects sheets for each project using existing project sheet template updated with any new criteria.

Stream and Riparian Buffer Restoration Projects (2), (3), (4), (5)

Identify potential areas for riparian area restoration and stream restoration, separately evaluating public and private property.

Develop a stream and riparian buffer prioritization plan.

Develop an amended approach for areas outside the City limits but inside the watersheds.

Prioritization to be based on existing prioritization criteria updated for any new criteria needed.

Develop an analysis of the woody debris/habitat assessment data. Prepare a bank erosion hazard index (BEHI) for selected unstable reaches.

Critical Areas Protection

Identify undeveloped tracts of land in priority sub watersheds for preservation.

Assess undeveloped tracts for water quality value and recreational value.
Review relevant plans areas to include in the plan such as the Little Lick Local Watershed Plan, the Upper Neuse Clean Water Initiative Conservation Plan, Master Trails Plan, Farmland Protection Plan, Durham City and County Inventory of Important Natural Areas, Plants and Wildlife and other relevant documents.
Rank undeveloped tracts using existing criteria.

Riparian Area Management

Modify the existing Ellerbe Creek/Third Fork Creek/Northeast Creek riparian area management plan as necessary to include any additional information pertinent to Little Lick Creek. This shall include an invasive species management plan (identify native species for planting along trails, greenways, streams, creeks, parks, sewer easements, and power line easements). Provide for internal (within the City staff) education meetings for implementation of Riparian Area Management Plan.

Education/Public Meetings (5)

Provide press releases, facebook updates, presentations, handouts, videos, meeting facilitation etc. concerning the project. Material must be readable and understandable by the general public at an appropriate reading level such as a Flesch-Kincaid score of 8.0. Proposals shall include examples of actual work performed that demonstrates competence in this area.

Watershed Plan Recommendations (6), (7), (8), (9)

Recommendations based on above evaluation for a schedule of implementation, tracking of implementation and criteria for determining if water quality standards are improving or being met including a monitoring component.

Construction Drawings

Prepare 100% construction drawings for 3 retrofit projects (locations and projects to be determined and may be outside of Little Lick Creek Watershed). Prepare brief after action report to identify issues in the site plan and construction drawing review process that are unique to retrofit projects.

Existing Development reductions database and plan assistance. This will include items such as evaluating existing stream restorations and providing Nutrient Loading Accounting for Ellerbe and Lick Creek plan retrofits and other practices as well as database and reporting integration.

Non-Residential Stormwater Credit Manual Update/Revisions – This will include incorporating existing revisions and updating the technical and policy aspects of the manual.

The consultant/contractor will provide all necessary materials and services to complete the tasks outlined above and have a robust QA/QC plan for all deliverables.

GIS resources are available for nearly the entire watershed area, including topography (2-ft contours), stormwater system map and inventory, water and sewer utilities, roads, impervious areas, hydrology, soils, property ownership, and parcel data.

The goal of this project is to prepare a Watershed Plan for the Little Lick Creek Watershed and develop an implementation plan for restoring watershed function to the Little Lick Creek Watershed that meets the requirements of a local watershed plan (including the Ecosystem Enhancement Program's requirements and EPA's requirements).

50. Compensation Amount and Schedule - No payment will be made until the contract is approved by the Durham City Manager and has been fully executed by all

parties. The City expects to receive invoices as tasks are completed. Progress reports must be submitted with any invoices. Under no condition will the City be liable for the payment of any interest charges associated with the cost of the contract

60. Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should

Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

70. Contract.

The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. It is the City’s intention to use the contract that is attached as Exhibit A, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

80. Trade Secrets and Confidentiality.

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions.

In this section (Trade Secrets and Confidentiality) –

The term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

(1) decline the request for access,

(2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or

(3) notify the candidate of the request and that the City intends to decline the request. Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City’s non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions. As used in this subsection (c), “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys’ fees, and interest. Indemnitees” means the City, and officers, officials, independent contractors, agents, and employees, of the City. “Indemnitees” does not include the candidate. The City may require the candidate to provide proof of the

candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

90. Bonds.

No fidelity bond, performance bond, or payment bond is required for this contract.

100. Insurance.

Insurance Requirement –Architect/Engineer Design Services for Feasibility Study

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Professional Liability, covering

- engineers and architects (employed or engaged by Contractor)
- covering claims arising out of design work, calculations and estimates, and any other professional services performed in connection with this contract
- self-insured retentions/deductibles in excess of \$50,000 must be approved by City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- combined single limit not less than \$1,000,000 per claim; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits;

- covering employees; covering owners partners, officers, and relatives (who work on this contract); certificate must specifically state who is covered by the policy
- employers' liability, \$1,000,000.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
Attention: Public Works Department
101 City Hall Plaza
Durham, NC 27701

the insurance certificate must be approved by the City's Finance Director before Contractor can begin any work under this contract

110. Discretion of the City.

A. The City of Durham reserves the right to reject any or all proposals.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the SDBE portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

SCHEDULE

120. Schedule.

The contract term and work schedule set out herein represent the City's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The City expects the length of the contract will be from the date of award, approximately **October 2013** for 18 months, approximately **April 2014**.

The approximate contract schedule is as follows:

- [a] Issue (Advertised date): **July 10, 2013**
- [b] Pre-proposal conference call: **July 24, 2013**
- [c] Proposals due on: **August 12, 2013**
- [d] Proposal Evaluation Committee completes evaluation by: **August 28, 2013**
- [e] Oral Presentations as requested by the City: **September 3-5, 2013**
- [f] Council approves the contract: **October 2013**
- [g] City issues contract: **October 2013**
- [h] Contract starts: **October 2013 (on date of receipt)**

130. Keeping Proposals Open.

All proposals will remain open and valid for the City to accept for a period of 120 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if he or she determines that the candidate and/or the proposal will not meet the City's needs.

140. Deadline to Submit Proposals.

Fax, oral, or email proposals are not acceptable. Candidates should see that their proposals are received at the following address by **Monday, August 12, 2013 at 3:00pm**.

City of Durham
Attention: **Sandra Wilbur, PE**
Stormwater and GIS Services Division
Public Works Department
Project Name: **Little Lick Watershed Implementation Plan**
101 City Hall Plaza, Suite 3100
Durham, NC 27701-3329

GETTING MORE INFORMATION ON THE PROJECT AND RFP PROCESS

150. Questions. Questions about the RFP and the RFP process should be submitted to the project manager identified at the beginning of this RFP.

160. Pre-submittal conferences, meetings, and site visits

The City will conduct a pre-proposal conference call on **Wednesday, July 24, 2013**. The questions about the RFP should be submitted via email to the project manager at least 5 business days prior to the conference call (**Wednesday, July 17, 2013**). Every effort will be made to answer the questions submitted by **Wednesday, July 17, 2013** during the conference call. If time permits, additional questions/discussion will be allowed at the end of the conference call. Attendees should already be familiar with this RFP. Detailed instructions for the conference call will be sent to all candidates who submit a proposal.

170. Updates and revisions to RFP.

If you have supplied the Project Manager with your preferred method of contact (email, fax, etc.), updates to this RFP (“addendums” or “addenda”) will be sent to you in that manner. This RFP and addendums are normally posted on the City’s website, on the Purchasing Division’s webpage, at <http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>. Check that webpage to see that you have received all addenda.

EVALUATION CRITERIA**180. Evaluation Criteria.**

If an award is made, it is expected that the City’s award will be to the candidate that agrees to meet the needs of the City. A number of relevant items will be considered, including qualifications. The evaluation criteria listed below is a general guideline on how the proposals will be evaluated.

190. Understanding of the Project

Proposals will be evaluated against the questions set out below.

- a) How well has the candidate demonstrated an understanding of the purpose and scope of the project?
- b) How well has the candidate identified issues and potential problems related to the project?
- c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- e) Adherence to the City's SDBE program.

200. Methodology Used for the Project

Proposals will be evaluated against the questions set out below.

- a) How well do the proposed tasks and sub-tasks demonstrate a logical approach to address RFP requirements?
- b) How well has the candidate demonstrated the ability to conduct a successful and engaging public outreach meeting?
- c) How well does the proposed approach help Stormwater and GIS Services to prepare and execute a watershed implementation plan?

210. Project Management

Proposals will be evaluated against the questions set out below.

- a) How well does the proposal support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) Is the organization and availability of the project team clear?
- c) Does the candidate already have the necessary tools (e.g., software) to perform the work?
- d) How well has the candidate prepared the schedule with deliverables that match with the RFP?
- e) Is the proposal practical and feasible?
- f) How well have potential problems been identified?
- g) Is the proposal responsive to all material requirements in the RFP?

220. Experience and Qualifications

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

- a) Do the personnel assigned to the project have successful experience on similar projects?
- b) How extensive are the applicable education and experience of the personnel designated to work on the project?
- c) How knowledgeable are the personnel of the local area and if they have worked in Durham or North Carolina previously?

Questions regarding the candidate:

- d) How well has the candidate demonstrated experience in completing similar projects on-time and within budget?
- e) If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the candidate?
- f) Has the candidate provided letters of reference from clients and satisfactory examples of actual work performed for educational material?

230. Reserved.

CONTENTS OF PROPOSAL

240. Contents of Proposal.

The City discourages overly lengthy and costly proposals, however, in order for the City to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Proposals must include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the City should contact regarding the proposal. Proposals must confirm that the firm will comply with all of the provisions in this RFP.

The Proposal should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP and emphasize the Proposers demonstrated capability to provide services of this type.

The total proposal length inclusive of all requested items should not exceed twenty (20) pages (8.5 inch x 11 inch) in length. Double sided paper counts as two pages. This is inclusive of cover letter, individuals' resumes, examples of work experience and references, and required SDBE forms (these items should be included in tabbed sections and placed behind the main document). Resume lengths should be kept to a maximum of one page and should include only those items that highlight the education, expertise, background, and more recent work experience related to the services requested in the proposal. Minimum font size should be the equivalent of 12 pt Times New Roman. One-inch margins and single spacing are preferred.

The City reserves the right to request additional information which, in its opinion, is necessary to ensure the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

The proposal should include sections, numbered as follows:

1. Contact information. Include the candidate's name and address, and the contact information (name, mailing address, email address, fax number, and telephone number) of the person whom the City should contact regarding the proposal.

2. Legal Status of the Candidate and Signers. State the full, exact name of the candidate. State whether the candidate is an individual, corporation, limited partnership,

general partnership, limited liability company, professional corporation, professional association, etc. If it is anything other than an individual or a general partnership, specify the State under which the entity is organized. If the State under which the entity is organized is not North Carolina, specify whether the candidate has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. State whether the entity is in existence at the time the proposal is submitted, and if not, whether and when the candidate intends to officially form the entity. State the names and titles of the individuals who will sign the contract with the City.

3. Qualifications and References. This part should include the candidate's experience on similar projects and include references and how to contact them.

4. Project Team, Location of Work, and Subcontracting. State the names, qualifications, and physical office locations of the individuals who will have responsibility for this project. An organizational chart should be provided with key staff that will be engaged in the project.

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be performing,
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid City of Durham business license,
- [f] a written Statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information within the time set may cause the City to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another may be made only at the discretion of the project manager and with prior written approval from the City's project manager.

5. Methods and Procedures. The proposal should generally follow the tasks outlined in the RFP and add sub-tasks if needed. The proposal should explain in detail the approach that will be implemented to complete the tasks. The description should be

concise and directly address how the project goal is achieved. A project schedule should be included with deliverables noted in the schedule.

6. Assumptions regarding City of Durham Actions and Participation. If your proposal assumes that the City will take certain actions, provide facilities, or do anything else, you should state these assumptions explicitly.

7. Equal Business Opportunity Program

It is the policy of the City to provide equal opportunities for City contracting for small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The goals are 2% M/SDBE and 2% W/SDBE for each project. In accordance with the Ordinance, all contractors are required to provide information requested in the "SDBE Professional Services Forms" package. It is the intention of the City that proposals that do not contain the appropriate, completed "Professional Services Forms" will be deemed non-responsive and ineligible for consideration and that the "Declaration of Performance," "Participation Documentation," Managerial Profile," "Equal Employment Opportunity Statement" and the "Employee Breakdown" documents are required of all contractors. In lieu of the "Employee Breakdown," contractors may submit a copy of the current EEO-1 form (corporate basis). The "Letter of Intent to Perform as a Sub-consultant/Subcontractor" must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal. The "SDBE Goals Not Met/Documentation of Good Faith Efforts" form must be submitted if the goals are not met. The "Request to Change SDBE Participation" form is not applicable at this time.

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "SDBE Professional Services Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.

8. Financial Condition, Insurance, and Bonds.

Insurance Requirement –Architect/Engineer Design Services for Watershed Project

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract

- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Professional Liability, covering

- engineers and architects (employed or engaged by Contractor)
- covering claims arising out design work, calculations and estimates, and any other professional services performed in connection with this contract
- self-insured retentions/deductibles in excess of \$50,000 must be approved by City Finance Director
- coverage may be provided either by specific policy or as part of the Commercial General Liability Policy
- combined single limit not less than \$1,000,000 per claim; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract); certificate must specifically state who is covered by the policy employers' liability, \$1,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$2,000,000
- City of Durham must be named additional insured

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A-VIII or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
Attention: Public Works Department
101 City Hall Plaza
Durham, NC 27701
- the insurance certificate must be approved by the City's Finance Director before Contractor can begin any work under this contract.

9. Conflict of Interest. If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

10. **Non-collusion.** This RFP constitutes an invitation to bid or propose. Sign the following and include it with your response:

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, proposals or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

COVER LETTER WITH PROPOSAL

250. Cover letter. The proposal should contain a cover letter, signed by a principal of the candidate. The cover letter should contain the following statement:

The undersigned, whose title and position with the candidate are stated next to or beneath his or her signature, has the authority to submit this proposal (including this cover letter) on behalf of the candidate in response to the City of Durham's Request for Proposals.

Unless otherwise clearly stated in this response to the RFP, our proposal accepts the terms and conditions stated in the RFP, including the description of services to be performed and the provisions of the contract to be signed.

The cover letter should contain one of the following two paragraphs A or B. If (i) the cover letter lacks both paragraph A and paragraph B, or (ii) the cover letter contains paragraph A but fails to comply with the instructions in the section of the RFP titled "Trade Secrets and Confidentiality," the City may treat everything it receives from the candidate as NOT trade secret or confidential, and the City may disclose to the public everything it receives from the candidate.

A. With respect to all trade secrets that the candidate may submit to the City in connection with this proposal or the contract, if the contract is awarded to the candidate, the candidate shall comply with the section of the RFP titled "Trade Secrets and Confidentiality," including all of its subsections, including the subsection titled "Defense of City." The candidate acknowledges that the City will rely on the preceding sentence.

-or-

B. The candidate is not submitting any trade secrets to the City in connection with this proposal or the contract; if the contract is awarded to the candidate, the candidate will not submit any trade secrets to the City in connection with this proposal or the contract. The candidate acknowledges that the City will rely on the preceding sentence.

This proposal is not an offer, and the candidate retains the right to decline to enter into a contract with the City for this project.

260. Addendums. The cover letter should list the last addendum that the City issues for this RFP, with a statement such as *The undersigned candidate has read all the*

addendums issued by the City for this RFP, through and including Addendum No. ____.
In that blank the candidate should list the number of the last addendum.

HOW TO SUBMIT A PROPOSAL

270. How to submit a proposal.

Candidates should submit their proposals in a sealed envelope. The envelope should be addressed for delivery to the Project Manager at the address shown in the “Project Manager and Contact with City” section at the beginning of this RFP. A compact disc (CD) or DVD with single pdf file of the proposal should be included with the paper copy in the envelope.

Write the following prominently on the outside of the envelope: **Little Lick Watershed Implementation Plan**

Proposals are to be received no later than 3:00 pm, Monday, August 12, 2013.

Oral proposals will not be accepted and neither by email or fax.

280. Format. Provide one original that must contain original signatures and marked as “original”, one paper copy, and one electronic copy in form of a pdf file on a CD/DVD. The outside of the package must clearly indicate “**Little Lick Watershed Implementation Plan**” and the name of the Proposer.

290. Alternative Proposals. Offerors may submit only one proposal for evaluation. No alternative proposals will be accepted in response to this RFP.

300. Candidate to Bear Expense; No Claims against City. No candidate will have any claims or rights against the City arising out of the participation by a candidate in the proposal process. No candidate will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the City; the City’s only method of acceptance is the City’s execution of a formal contract in accordance with law.

310. Privilege License. The City’s practice is that if a City privilege license is required to perform the work under the contract, the candidate needs to obtain the license before the City will sign the contract. For information on this license, call (919) 560-4700 or see <http://durhamnc.gov/ich/as/fin/Pages/Business-Privilege-License.aspx>.

320. Notice Under the Americans with Disabilities Act (ADA). The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City’s services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City’s programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact Ms. Stacey Poston, ADA

Coordinator, voice 919-560-4197, fax 560-4196, TTY 919-560-1200, or
Stacey.Poston@durhamnc.gov, as soon as possible but no later than 48 hours before
the scheduled event.

---- End of RFP ---

EXHIBIT A

CONTRACT FOR *[descriptive title to be inserted]*

This contract is dated, made, and entered into as of the _____ day of _____, 20____, by the City of Durham ("City") and *[name of firm]* ("Contractor"), *[Indicate type of entity, for instance:*

a corporation organized and existing under the laws of [name of State];
a limited liability company organized and existing under the laws of [name of State];
a professional corporation organized and existing under the laws of [name of State];
a professional association organized and existing under the laws of [name of State];
a limited partnership organized under the laws of [name of State];
a sole proprietorship;
or a general partnership].

Sec. 1. Background and Purpose. *[Several sentences are usually enough.]*

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall *[state the services to be provided and the schedule for those services.].* In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. *[City staff - Add any special requirements or detail needed in the invoices.]* Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: *[City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.].* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. *[City staff –to be filled in. Consult Risk Management.]*

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in section _____ *[City staff – That blank will usually be Section 2 but it depends on where you Request for Proposals*

insert the schedule of the Contractor's performance] above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract: *[If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages.]*

Exhibit A *[Insert title of exhibit]* containing *[insert number]* page(s).

Exhibit B *[Insert title of exhibit]* containing *[insert number]* page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919)_____.

Email:

To the Contractor:

[Insert name and address]

The fax number is _____.

Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham

County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the

deficiencies or establish that there are no deficiencies.” It is stipulated and agreed that those two quoted sentences apply only to the Contractor’s alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor’s alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(m) City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor’s services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience (“TFC”). (a) *Procedure.* Without limiting any party’s right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City’s instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of the Contractor’s responses to the RFP). This section (titled “Trade Secrets; Confidentiality”) shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word “candidate” in the RFP section just cited shall mean the “Contractor.”

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

THE END



CITY OF DURHAM SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PROFESSIONAL SERVICES FORMS

Revised 06/08



Mailing Address:

**101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513**

Street Address:

**302 East Pettigrew Street, C-180
Durham, North Carolina 27701**

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

CITY OF DURHAM EQUAL BUSINESS OPPORTUNITY PROGRAM

Policy Statement

It is the policy of the City to provide equal opportunities for City contracting to small firms owned by socially and economically disadvantaged persons doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

Goals

To increase the dollar value of all City contracts for goods and services awarded to small disadvantaged business enterprises, it is a desire of the City that the contractor will voluntarily undertake efforts to increase the participation of socially and economically disadvantaged individuals at higher skill and responsibility levels within non-minority firms engaged in contracting and subcontracting with the City.

The Equal Opportunity/Equity Assurance Director shall establish project specific goals for each project or contract based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

Equal Business Opportunity Ordinance SDBE Participation Documentation

If applicable information is not submitted with your proposal, your proposal will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your proposal.

SDBE Participation Documentation must be used to document participation of Small Disadvantaged Business Enterprise (SDBE) on Professional Services projects. All SDBEs must be certified by the City of Durham's Equal Opportunity/Equity Assurance Department prior to submission date. If a business listed has not been certified, the amount of participation will be reduced from the total utilization.

Managerial Profile must be used to list the managerial persons in your workforce who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your proposal.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Letter of Intent to Perform as a Sub-consultant/Subcontractor must be completed for SDBEs proposed to perform on a contract. This form must be submitted with the proposal.

Post Proposal Submission SDBE Deviation

Post proposal submission SDBE deviation participation documentation must be used to report and deviation from SDBE participation either prior to or subsequent to startup of the project. The Equal Opportunity/Equity Assurance Department must be notified if the proposed sub-consultant/subcontractor is unable to perform and for what reasons. Substitutions of sub-consultants/subcontractor, both prior to and after awarding of a contract, are subject to City approval.

SDBE Goals Not Met/Documentation of Good Faith Efforts

It is the responsibility of consultants/contractors to make good faith efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in the aggregate, which increase the total value of the original contract, the consultant must make a good faith effort to increase SDBE participation such that the amounts subcontracted are consistent with the established goals.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

Goal

The purpose is to provide Small Disadvantaged Businesses equal opportunities for participation on City of Durham contracts.

Definition of the Scope of the Selection Policy

The Equal Opportunity/Equity Assurance Director shall establish SDBE participation goals for each contract to be awarded by the City. Project specific goals for each project or contract will be based upon the availability of small disadvantaged business enterprises (SDBE's) within the defined scope of work, delineated into percentages of the total value of the work.

In addition to SDBE's specifically certified by the City and listed in a database maintained by the EO/EA Department, the City of Durham may consider a formal certification of another entity to determine whether an applicant meets requirements of the Equal Business Opportunity Program, provided that the City Manager or designee determines that the certification standards of such entity are comparable to those of the City. The City of Durham has determined that the following certifications are comparable to its own and may be used by bidders/proposers: North Carolina Department of Transportation (N.C. DOT), United States Small Business Administration (U.S. SBA) and Raleigh-Durham Airport Authority (RDU).

In lieu of SDBE's listed in its SDBE System, the City of Durham will accept women and minority firms certified by N.C. DOT, U.S. SBA and RDU as meeting its SDBE goal requirements provided the bidder/proposer submits evidence that the firm is currently certified by one of the stated entities at the time of bid/proposal. Failure to provide evidence of certification may disqualify the firm's participation for the purpose of meeting SDBE goals.

Any firm submitted in this manner will be contacted and urged to complete an abbreviated certification process with the City of Durham. For purposes of this document and associated forms, any reference to a "City Certified SDBE," an "SDBE certified by the City" or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs, even where specific reference is made to the City SDBE database.

Small Disadvantaged Business Proposal Requirements

The prime consultant/contractor shall submit a proposal in accordance with the City of Durham's request for Proposal. In addition, the prime consultant/contractor must submit all required Professional Services SDBE Forms.

Selection Committee for Professional Services

A selection committee shall be established to be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; the Equal Opportunity/Equity Assurance Director and Purchasing Manager. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen the proposals based on the following criteria:

1. Firms; interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;

4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, SDBE subconsultants;
7. Indication of capability for handling project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. SDBE Participation; and
12. Documentation of Good Faith efforts.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Equal Opportunity/Equity Assurance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.

DECLARATION OF PERFORMANCE BY CONSULTANT/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned consultant/contractor certifies that: (check appropriate box)

- a) _____ It is the normal business practice of the consultant/contractor to perform all elements of the contract with its own workforce without the use of subcontractors/vendors; and
- b) _____ That the above documentation demonstrates this *firm's* capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- c) _____ The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

**PARTICIPATION DOCUMENTATION
(TO BE COMPLETED BY PRIME CONSULTANT/CONTRACTOR ONLY)**

**Names of all firms
Project (including
prime and
subconsultants/sub-
Project
contractors)**

Location

**SDBE
Firm**

Yes/No

**Nature
of**

Participation

% of

Work

TOTAL _____

Name - Authorized Officer of Prime Consultant/Contractor Firm (Print/Type)

Signature - Authorized Officer of Prime Consultant/Contractor Firm

Date

Managerial Profile

Name of Firm: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority(African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT
(You may submit your organization's EEO policy in lieu of this sheet)

EMPLOYEE BREAKDOWN

Part A – Employee statistics for the primary location.

Employment category	Total employee s	Total males	Total females	M— a —l— e —s					F— e —m— a —l— e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Part B – Employee statistics for the consolidated company. *(See instructions for this form on whether this part is required.)*

Employment category	Total employee s	Total males	Total females	M— a —l— e —s					F— e —m— a —l— e —s				
				White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project manager													
Professional													
Technical													
Clerical													
Labor													
Totals													

Letter of Intent to Perform as a Sub-Consultant

The undersigned intends to perform work in connection with the above project as a SDBE:

Minority (African American) • Woman • Hispanic
•
American Indian • Asian American • Handicapped
•

The SDBE status of the undersigned is certified by the City of Durham as identified by the attached copy of certification or the attached SDBE Contractor Identification List supplied by the EO/EA Department.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<u>ITEMS</u>	<u>PROJECTED COMMENCEMENT DATE</u>	<u>PROJECTED COMPLETION DATE</u>

The consultant will subcontract _____% of the dollar value of this contract to a SDBE subconsultant/subcontractor and/or non-SDBE subconsultant/subcontractor.

The undersigned will enter into a formal agreement in the amount of \$_____ for the above work with you, conditioned upon your execution of a contract with the City of Durham.

Name_____ Title_____
Company_____ Telephone_____
Address_____
Signature_____

REQUEST TO CHANGE SDBE PARTICIPATION

Project: _____
Name of bidder or consultant: _____
Name and title of representative bidder or consultant: _____
Address (including zip code): _____
Telephone number: _____ Fax number: _____
Email address: _____
Total amount of original contract, before any change orders or amendments: _____
Total amount of the contract, including all approved change orders and amendments to date, but not counting the changes proposed in this form: _____
Dollar amount of changes proposed in this form: _____
The proposed change (*check one*) ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/consultant's contract with the City.
Does the proposed change decrease the SDBE participation? (*check one*) ☐ **yes** ☐ **no**
If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated):

Name of subconsultant: _____

Goods and services to be provided before this proposed change: _____

Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding \$5,000 in environmental work and deleting \$7,000 in architectural*):

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subconsultant is (*check one*):

☐ 1. City-certified Black-owned SDBE

☐ 2. City-certified Women-owned SDBE

3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as

3(a) ☐ Black-owned SDBE

3(b) ☐ Women-owned SDBE

☐ 4. not a City-certified SDBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and services to be provided by this proposed subcontract: _____

Dollar amount proposed of this proposed subcontract: _____

This subcontractor is (*check one*):

☐ 1. City-certified Black-owned SDBE

☐ 2. City-certified women-owned SDBE

3. City-certified SDBE that is neither Black-owned nor women owned, but to be credited as

3(a) ☐ Black-owned SDBE

3(b) ☐ Women-owned SDBE

☐ 4. not a City-certified SDBE

Add additional sheets as necessary.

SDBE GOALS NOT HAVING BEEN MET. The following information must be presented by the consultant concerning good faith efforts taken.

It is the responsibility of consultants to make good faith efforts. Any act or omission by the City shall not relieve them of this responsibility. For future efforts, it shall be comprised of such efforts which are proposed to allow equitable participation of socially and economically disadvantaged employees and sub-consultants/subcontractors. The City Manager shall apply the following criteria, with due consideration of the quality, quantity, intensity and timeliness of efforts of consultants/contractors, in determining good faith efforts to engage SDBEs along with other criteria that the City Manager deems proper:

Name of Bidder:

*If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your firm attaching to this questionnaire?** _____ (Don't count the 2 pages of this questionnaire.)*

If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. SOLICITING SDBEs.

- (a) Did your firm solicit, through all reasonable and available means, the interest of all SDBEs certified (that is, in the City's database) in the scope of work of the contract? ☐ **yes** ☐ **no**
- (b) In such soliciting, did your firm advertise? ☐ **yes** ☐ **no** Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads? ☐ **yes** ☐ **no**
- (c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**
- (d) Did your firm attend the pre-bid conference? ☐ **yes** ☐ **no**
- (e) Did your firm provide interested SDBEs with timely, adequate information about the plans, specifications, and requirements of the contract? ☐ **yes** ☐ **no**
- (f) Did your firm follow up with SDBEs that showed interest? ☐ **yes** ☐ **no**
- (g) With reference to the SDBEs that your firm notified of the type of work to be subcontracted , did your firm tell them:
 - (i) the specific work your firm was considering for subcontracting? ☐ **yes** ☐ **no**
 - (ii) that their interest in the contract is being solicited? ☐ **yes** ☐ **no**
 - (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased? ☐ **yes** ☐ **no**

2. BREAKING DOWN THE WORK.

- (a) Did your firm select portions of the work to be performed by SDBEs in order to increase the likelihood that the goals would be reached? ☐ **yes** ☐ **no**
- (b) If **yes**, please describe the portions selected. **ANSWER:**

3. NEGOTIATION. In your answers to 3, you may omit information regarding SDBEs for which you are providing Form E-105.

- (a) What are the names, addresses, and telephone numbers of SDBEs that you contacted?
ANSWER:

(b) Describe the information that you provided to the SDBEs regarding the plans and specifications for the work selected for potential subcontracting. **ANSWER:**

(c) Why could your firm not reach agreements with the SDBEs that your firm made contact with? Be specific. **ANSWER:**

4. ASSISTANCE TO SDBEs ON BONDING, CREDIT, AND INSURANCE.

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?

☐ **yes** ☐ **no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist SDBEs to obtain bonds, lines of credit, or insurance? ☐ **yes** ☐ **no** If **yes**, describe your firm's efforts. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors?
☐ **yes** ☐ **no** If **yes**, describe. **ANSWER:**

5. GOODS AND SERVICES. What efforts did your firm make to help interested SDBEs to obtain goods or services relevant to the proposed subcontracting work? **ANSWER:**

6. USING OTHER SERVICES.

(a) Did your firm use the services of the City to help solicit SDBEs for the work?

☐ **yes** ☐ **no**

Please explain. **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit SDBEs for the work?

☐ **yes** ☐ **no**

Please explain. **ANSWER:**

Name	Mailing Address	City	State	Zipcode	Gender/ Race ID	Contact	Phone	Email	Services	Licenses
A-1 Consulting Group, Inc.	117 International Drive	Morrisville	NC	27560	AS	Dr. Vinnie Goel	919-469-4800	vgoel@A1cons.com	Engineering: Civil, Structural, Geotechnical, Surveying, GIS, Landscape, Environmental, Brownfield, Monitoring wells, Wetlands, Asbestos/Lead/UST abatement, Construction, Const. management, Special inspections, materials testing, Estimating, Scheduling.	NC P.E. Certificate No. 18283 NC Engineer License C-1031
Anesnah Design & Marketing	801 Gilbert Street, Suite 216	Durham	NC	27701	M	Dwan Jones	866-977-5111	djones@creativityassured.com	graphic design; web site design; marketing; communications & public relations services	City of Durham Privilege
B & F Consulting, Inc.	2805 Tobermory Lane	Raleigh	NC	27606	W	Amber Farrelly	919-389-8102	afarrelly@nc.rr.com	Civil Engineering; Consulting Services	NC BOE Engineering Lic. #2149

BREE & Associates, Inc.	5315 Highgate Drive, Suite 203	Durham	NC	27713	M	Robert Lancaster	919-469-3330;	breeinc@bellsouth.net	Construction Administration and Management; Cost Estimating; Claims; Scheduling; Planning; Inspections; Civil Engineering; Traffic Engineering and Transportation Planning, Studies & Data Collection; CEI; Design Support Activities; AutoCAD & Drafting	City of Durham Privilege License; NC Board of Examiners for Engineers & Surveyors Lic. #C-2125
Capstone Civil Group	PO Box 44434	Charlotte	NC	28215	M	Charles Brown	704-567-0769	cbrown@capstonecivilgroup.com	Civil engineering; geotechnical Engineering, Constr. Mat. Testing	Engineering
CES Group Engineers, LLP	21 Glenwood Avenue	Raleigh NC	NC	27603	W	Don Gibbs	919-628-3024	dgibbs@ces-group.net	Civil Engineering; Land Surveying; Landscape Architecture; Environmental Science	State of NC Engineering License # F-1240
CH Engineering, PLLC	PO Box 30128	Raleigh,	NC	27617	W	Maha Chambliss	919-788-0224	mchambliss@ch-engr.com	Transportation/Roadway Design; Storm Drainage Design; Utilities Design; Wastewater & Water Design; General Civil Engineering and Surveying.	N.C. Board of Engineers P-0189

Ellum Engineering, Inc.	44 Woodland Drive	Fairview	NC	28730	W	Mona Ellum	828-989-8027	Mona.Ellum@EllumEngineering.com	Engineering services specializing in water; wastewater and stormwater; Permitting	NC Engineering License#036383
Engineered Designs, Inc.	1151 SE Cary Parkway, Suite 200	Cary	N.C.	27518	W	Ginger Scoggins	919-851-8481	gscoggins@engineeredesigns.com	consultant engineering-HVAC, plumbing, electrical, fire protection	NC Engineering License No. C-1729
Fitzgerald & Halliday, Inc.	72 Cedar Street	Hartford	CT	6106	W	A. Ruth Fitzgerald; Susan D. VanBenschoten	860-247-7200	snafis@fhiplan.com	Transportation Planning; Environmental Planning; Permitting; Traffic Studies; Urban Planning; Public Involvement	Connecticut Professional Engineering Corporation License#PEC.0000925
KHAFRA Engineering Consultants, Inc.	225 Peachtree Street N.E., Suite 1600	Atlanta	GA	30303	M	Nikki Uhuru	404-525-2120	nuhuru@khafra.com	engineering-electrical, environmental, civil, structural, mechanical; environmental services; water treatment plants; vulnerability assessments;	City of Atlanta Business; NC Engineering License#013901

MA Engineering	598 East Chatham Street, Suite 137	Cary	NC	27511-6956	AS	Arvin Maniktala	919-297-0220	maec@maec.com	civil,structural, environmental, electrical & mechanical engineering; surveying; highway/bridge design' utility location & excavation	NC Board of Engineers#F-160
NOVA Digital Systems	4625 Piedmont Row Drive,407 -E	Charlotte	NC	28210	H	Jaime D. Ramirez;Cecelia Ramirez	704-551-1055	704-650-5709	cramirez@novaeng-gis.com	surveying & mapping; GPS; GIS; orthophotograhpy; photogrammetric mapping
Phoenix & Associates	1129 E. Geer Street	Durham	NC	27704	M	Eric Phoenix	919-520-1320	ericphoenix@aol.com	cost estimating; project management; drafting; scheduling	City of Durham Privilege
Planners for Environmental Quality, Inc.	4405 Mall Boulevard	Union City	GA	30291	M	Inga D. Kennedy	770-306-0100	inga@peqatl.com	Land use planning; Transportation Planning; Environmental Planning; Public Relations and Community Outreach	

Principal Engineering, PLLC	PO Box 27586	Raleigh	NC	27611	M	Vardry E. Austin	(919)946-7584	vaustin@principalengineeringpllc.com	Engineering Services, Site Design, Storm Water Management, Pump Station and Pipeline Design, water Treatment, Wastewater Treatment, Environmental Permitting, Technical Writing, Regulatory Consultation, Construction Administration.	NC # P-0818
Ratliff Engineering & Consulting, PLLC	4224 Lazyriver Drive	Durham	NC	27712	W	Amy Ratliff, PE	919-294-4770	amy@ratliffengineering.com	Civil Engineering-utility pipeline design;erosion control planning; grant applications & administration; permitting & compliance-air,water, sanitary sewer, erosion, project managemnet, municipal work	NC Board of Examiners for Engineers and Surveyors License#P-0835

Rohadfox Constructio n Control Serv. Corp.	116 E. Main Street	Durham	NC	27701	M	Rebekah Rohadfox	919-682- 5741	rccsc@rccsc. net	Construction Management- Project Controls (Scheduling, Estimating, Value Engineering); Resident Inspection; Claims Analysis; Quality Assurance/Quality Control; Mechanical , Sanitary, Civil, Structural , Environmental Engineering ; General Contractor	City of Durham Privilege License
SEPI Engineering Group, Inc.	1025 Wade Avenue	Raleigh	N.C.	27605	W	Latonya Taylor	919-789- 9977	ltaylor@sepi engineering. com	Consultant services for traffic and transportation engineering; traffic impact studies; signal system timing & design; roadway & structural design; noise & air analysis; construction management; environmental planning; water resources and land surveying.	N.C. Board of Examiners for Engineers & Surveyors

Spaulding and Norris	972 Trinity Road	Raleigh	NC	27607	W	Stephanie Norris	919-854-7990	Stephanie@spauldingnorris.com	Civil Engineering, Land Planning, Environmental Permitting	NC Professional Engineering License
Triangle Aerial Surveys, Inc.	7718 Six Forks Road,	Raleigh	NC	27615	H	Al Bolivar	(919)787-8654	al@triaerial.com	Aerial Surveys, photogrammetry Mapping and GIS	
Ward Consulting Engineers, P.C.	8368 Six Forks Rd., Ste.104	Raleigh,	N.C.	27615	W	Becky L. Ward	919-870-0526	bward@wce-corp.com	Stormwater management engineering	N.C. Board of Examiners-Engineers